

SHADY OAKS II HOMEOWNER ASSOCIATION
2025 2nd Amended Covenants, Restrictions and Easements
Adoption of Home Rental Covenant 6.39

WHEREAS, the Board of Directors of Shady Oaks II Homeowners Association, Inc., a Texas non-profit corporation (the Association) is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in the 1995 Declaration of Covenants, Restrictions and Easements recorded in the office of the County Clerk of Tarrant County, Texas,

WHEREAS the 1995 Covenants, Restrictions and Easements of Shady Oaks II Homeowner Association never addressed Home Rentals or Rental Restrictions,

WHEREAS there are currently six (6) properties within the community operating as rental units, and the Board wishes to address these existing arrangements fairly;

WHEREAS Texas Property Code 209.016 (d) states "Nothing in this section shall be construed to prohibit the adoption or enforcement of a provision in a dedicatory instrument establishing a restriction relating to occupancy or leasing."

WHEREAS Texas Property Code 209.0041 allows for the adoption of a new Covenant that is approved by 2/3 (67%) of homeowners in the subdivision,

WHEREAS Texas Property Code 209.0056 allows a vote cast "outside a meeting" when (h) adopting or amending a covenant, if it is in writing and identifies the voting homeowner,

WHEREAS Texas Property Code 209.00592 was amended by House Bill 2629, ON June 2, 2025 requiring that members of a homeowner association to be able to vote at a meeting by proxy, by absentee, or by electronic voting.

WHEREAS Shady Oaks II Homeowner Association did conduct such a vote to approve this Home Rental Covenant ending August 1, 2025, obtaining 97 votes constituting 76% of homeowners,

NOW, THEREFORE, BE IT RESOLVED that the following policy regarding rental properties is hereby adopted by the Shady Oaks II Homeowners Association, Inc. Board of Directors:

Covenant 6.39 Home Rentals:

1. **Prohibition of Rental Properties:** Effective **immediately upon adoption of this resolution**, no Owner shall be permitted to lease or rent their Lot or dwelling unit to any third party. This prohibition applies to all types of rental arrangements, including, but not limited to, long-term leases, short-term rentals, vacation rentals, and any other occupancy by non-owners for consideration.
2. **Grandfather Clause:** The six (6) properties currently identified as rental units listed in Schedule "A" shall be **grandfathered** into this policy. This means that the current Owners of these six properties may continue to rent their units under their existing rental arrangements, or future rental arrangements, until such time as ownership of the property is transferred to a new Owner.



D225142264

08/04/2025 10:41 AM

Page: 1 of 3

Fees: \$28.00

NOTICE

SUBMITTER: DANA LATHAM

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

3. **Cessation Upon Sale/Transfer:** Upon the sale, conveyance, or transfer of title of any of the six grandfathered properties to a new Owner, the grandfathered status for that specific property shall immediately terminate. The new Owner of such property shall be subject to the general prohibition on rental properties as set forth in Section 1 of this Resolution and shall not be permitted to lease or rent the property.
4. **Enforcement:** The Association shall have the authority to enforce this Resolution through all available means, including, but not limited to, fines, legal action, and injunctive relief, as provided in the Association's Governing Documents. Owners found to be in violation of this Resolution, who are not protected by the grandfather clause, will be subject to enforcement actions.
5. **Amendment to Governing Documents:** The Board of Directors has taken steps to incorporate this prohibition, including the grandfather clause, into the Association's Declaration of Covenants, Conditions, and Restrictions, Bylaws, or other relevant Governing Documents through the appropriate amendment process, which required a vote of the membership.

This Resolution shall be effective upon its adoption by the Board of Directors.

A Home Rental Policy shall be established, and separately filed, detailing the responsibilities of the Rental Owner/Landlord and the Tenant during the period of a lease, and the recourse available to the Homeowner Association.

SCHEDULE "A"

<u>ADDRESS</u>	<u>OWNER</u>
----------------	--------------

8116 Beverly Dr.	Thisaru Matharagedon
8420 Grand View	WinX Realty, LLC (subsidiary of Renter's Warehouse)
8421 Grand View	David Scott
8444 Parkdale	Charles/Jennifer Hogue
8117 Shady Oaks	Kelly Heldoorn Eltife
8405 Worthshire	Aldelhamet Rhima

Executed on the 4th day of August 2025

Dana Latham

Dana Latham, President

Shady Oaks II Homeowner Association, Inc.

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on August 4th, 2025

by Dana Latham, President, in the above stated capacity.

Notary Signature

Notary Public for the State of Texas

Jacob Heffern

Printed Name of Notary

Jacob Heffern

My Commission expires

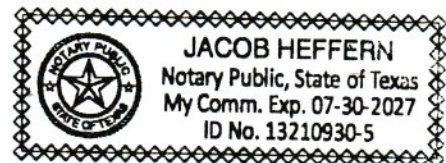
7-30-27

After recording, please return to the Association named below:

Shady Oaks II HOA

P. O. Box 820573

North Richland Hills, Texas 76182



D225142264
NOTICE
Pages: 3
Fees: \$28.00

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
08/04/2025 10:41 AM

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK